

STATE OF ALABAMA,)

JEFFERSON COUNTY.)

WHEREAS, on this date, J. M. C. Johnson and wife conveyed to K. E. Cooper, as trustee, (hereinafter called the trustee) forty acres of land lying Southeast of Denson, or Bishop Creek in East half of Northeast quarter of Section 14, and West of Montevallo-Ashville road in West half of Northwest quarter of Section 13; all in Township 20 South of Range 3 West, in Shelby County, Alabama, for a consideration of \$2500., and

WHEREAS, the said trustee, acquired said property in trust for the undersigned, W. E. Richardson, Paul Lanier, L. J. Gebhard and K. E. Cooper, (hereinafter called the beneficiaries) the consideration therefor having been furnished in equal parts by the undersigned, and the interest of each of the beneficiaries in the trust estate being an undivided one-fourth interest, and

WHEREAS, the terms of said trust have been agreed upon, and this instrument is executed for the purpose of setting forth said terms, and the powers, rights and duties of the trustee and the undersigned.

NOW, THEREFORE, in consideration of the premises, and of the mutual covenants and agreements of the undersigned and the trustee, and in order to set forth the specific terms and conditions of said trust, it is hereby mutually stipulated and agreed as follows:

1. The trustee shall hold the title to said property in trust for the equal benefit and enjoyment of the

beneficiaries, and shall act as trustee without compensation therefor, except he shall be reimbursed by the undersigned for actual authorized expenses.

2. The trustee shall look after the assessment and payment of taxes, and the existence and renewal of fire insurance on said property, and shall call on each of said beneficiaries for the contribution of their respective shares of such taxes and insurance premiums.

3. The trustee shall have full right, power and authority to lease, mortgage and/or convey any or all of said property for any consideration agreed upon, and to receive and receipt for such consideration, but only upon the assent and concurrence of each and all of the beneficiaries, manifested in writing; the words "approved and authorized" written on any such lease, mortgage or deed, and immediately over the signatures of the beneficiaries shall be taken as a sufficient assent and concurrence, so as to make valid and binding any such lease, deed or mortgage of the trustee. It shall not be necessary for the wives of the beneficiaries, or of the trustee, to join in any such lease, mortgage or deed. If any one or more of the beneficiaries should die or become incompetent to act, the personal representative or guardian, as the case may be, of such one shall be qualified and empowered to manifest the written assent and concurrence in the manner and for the purpose provided in this paragraph.

4. Said property shall be held, kept and maintained at all times by the trustee for the free and full

use of the beneficiaries, their families and invited guests, primarily as a camp site and play ground, but restricted and limited always by the following rules and regulations, which shall run with the land, and shall govern the conduct of said parties, in their use and enjoyment of the property, viz:

(a) Anything herein to the contrary notwithstanding, Denson, or Bishop Creek shall not be parcelled out, or portions thereof restricted to the use and enjoyment of any particular one or more of the beneficiaries, but shall be regarded and used at all times as the common property of all the beneficiaries throughout its full course on or along said land, for fishing, swimming, boating, and any and all other aquatic sports and purposes.

(b) The land likewise shall be regarded and used as the common property of all the beneficiaries for all proper recreational purposes, except that each of the four beneficiaries shall select, with the assent and concurrence of the others, a building site for a camp house and adjacent ground, which site, (hereinafter called building site) shall consist of not exceeding two (2) acres of ground, and which shall thereafter be regarded and respected for all practical purposes, as the private property respectively of the beneficiaries so making the selection. Unless the beneficiaries shall be able mutually to agree on their respective building sites, the selections shall be made and drawn by lot, in the customary manner of making selections by lot. After such selections are made, a memorandum thereof shall be entered on each of the five copies (all being originals) of this trust agreement, and shall follow and be a part of the respective interests of the beneficiaries in the trust estate, and not subject to future change, except by the written consent of all.

(c) Each beneficiary may make such improvements at his own expense as he may desire on his building site, except the beneficiaries agree that trees ten inches and over in circumference at the stump two feet above the ground, shall be left standing, except where it is necessary to cut such trees on and reasonably adjacent to the actual location of the respective camp houses. Each beneficiary shall bear the expense of any and all building operations and improvements done by him on his building site, and in clearing the debris from the creek bordering thereon.

(d) If and when it becomes necessary to lay out and improve a road from a point on the old Montevallo-Ashville road bordering on the east side of said property, to or along the edge of the woods skirting the creek, such road shall be deemed for the use and advantage of all, and the expense thereof borne equally; except that any such road shall not be expensive or elaborate, but merely substantial enough to be passable in all kinds of weather. The beneficiaries must mutually agree on this as well as all other joint undertakings for improvements on said property, the expense of which shall be borne jointly.

(e) ^{now on the land} The six room house/and ten acres surrounding the same shall be reserved and maintained as a home for a caretaker of the entire property, under such contract as the beneficiaries may subsequently from time to time mutually agree upon and direct the trustee to enter into with a caretaker.

(f) The obligation shall rest upon each of the beneficiaries to treat and maintain the entire property for the purposes herein expressed, and to that end they shall endeavor to prevent any nuisance of any kind, and any unbecoming conduct on the part of any visitors or others, and shall respect and preserve the property as a private resort for the beneficiaries, and their families, friends and guests; and to aid in these objects, may agree upon additional rules and regulations from time to time, which shall be added to the several copies (originals) hereof held by the undersigned.

5. It is specifically agreed that if and when any of the beneficiaries should desire to sell and convey his interest in the trust estate, the other beneficiaries, (or the personal representatives of any who are deceased) shall have the unqualified right to approve the proposed purchaser before any such sale and conveyance, or other transfer of such interest can become effective. It is further agreed that in such event, the remaining beneficiaries jointly, (other than the one desiring to sell) shall have the prior right and option of making the purchase themselves on the terms offered by the proposed purchaser, in lieu of permitting the interest to be sold to an outside party; and if such right and option are not exercised within thirty days from demand, by said remaining beneficiaries jointly, either one of them may, within five days, exercise such right and option singly, and make the purchase of such interest proposed for sale, on the terms offered in good faith by the outside purchaser.

6. The terms hereof shall bind the trustee, and any successor trustee, and shall bind, as well as inure to the benefit of the beneficiaries, their heirs, personal representatives and assigns.

7. The trustee, by his signature as such to this instrument, accepts the terms of the trust; but it is agreed that he shall not be personally liable except for gross or deliberate negligence.

8. The undersigned Grace Cooper, Carrie E. Richardson, Frances O. Lanier and Tabby Gebhard, who are the wives, respectively, of the undersigned beneficiaries join in this trust agreement for the purpose of lending their assent and approval thereto and of disclaiming dower or homestead rights therein.

IN WITNESS WHEREOF, the undersigned K. E. Cooper has hereunto affixed his name as trustee, and the undersigned W. E. Richardson, Paul Lanier, L.J. Gebhard and K. E. Cooper have hereunto affixed their respective names as beneficiaries under the trust hereby created, and the undersigned wives, respectively of said beneficiaries have hereunto subscribed their names, all on this the 2nd day of November, 1931.

K. E. Cooper
As Trustee.

W. E. Richardson
Paul Lanier
L. J. Gebhard
Beneficiaries.

Grace Cooper
Carrie E. Richardson
Frances O. Lanier
Tabby Gebhard

Witness as to all signatures:

Elizabeth Finestone

STATE OF ALABAMA,)
JEFFERSON COUNTY.)

I, the undersigned authority, in and for said county in said State, hereby certify that K. E. Cooper whose name as Trustee for W. E. Richardson, Paul Lanier, L. J. Gebhard and K. E. Cooper is signed to the foregoing instrument, and who is known to me, acknowledged before me on this day that, being informed of the contents of the instrument, he, in his capacity as such trustee, executed the same voluntarily on the day the same bears date.

Given under my hand this the 2nd day of November, 1931.

Elizabeth Feinstone
Notary Public.

STATE OF ALABAMA,)
JEFFERSON COUNTY.)

I, the undersigned authority, in and for said County, in said State, hereby certify that on this day came before me the within named Grace Cooper, Garrie E. Richardson, Frances O. Lanier and Tabby Gebhard, known to me to be the wives, respectively, of the within named K. E. Cooper, W. E. Richardson, Paul Lanier and L. J. Gebhard, who, being examined separate and apart from the husbands, touching their signatures to the within instrument, acknowledged that they signed the same of their own free will and accord, without fear, constraints or threats on the part of the husbands.

In Witness Whereof, I have hereunto set my hand and official seal, this 2nd day of November, 1931.

Elizabeth Feinstone
Notary Public.

STATE OF ALABAMA,)

JEFFERSON COUNTY)

I, the undersigned authority, in and for said County and State, hereby certify that W. E. Richardson, Paul Lanier, J.L.Gebhard and K. E. Cooper whose names are signed to the foregoing instrument, and who are known to me, acknowledged before me on this day that, being informed of the contents of the instrument, they executed the same voluntarily on the day the same bears date.

Given under my hand and official seal, this November *2nd*, 1931.

Elizabeth Feinstone
Notary Public.

STATE OF ALA. SHELBY CO.
I CERTIFY THIS
INSTRUMENT WAS FILED
1970 SEP 11 PH 3:51
U.C.C. FILE NUMBER OR
REC. BK. & PAGE AS SHOWN ABOVE
Carroll H. Bunker
JUDGE OF PROBATE